

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 MINIMUM DOLLAR GUARANTEE AND MAXIMUM CONTRACT LIMITATION

(a) Minimums. Each Contractor is guaranteed a total minimum of \$1,000.00. The minimums are to be obligated at time of award and are inclusive of fee that would otherwise be applicable.

(b) Maximums. The maximum cumulative dollar ceiling value of all contracts in this multiple award procurement is established at \$ _____ for Functional Category 1; \$ _____ for Functional Category 2; and \$ _____ for Functional Category 3. The maximum cumulative dollar ceiling value is \$ _____.

(c) The Government has no obligation to issue TOs to the Contractor beyond the amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the opportunity to be issued TO(s) under the Fair Opportunity to Compete provisions in Section G.

(d) Funding will be cited on individual TOs and not on the base contract award.

H. 2 STANDARDS OF CONDUCT AT GOVERNMENT INSTALLATIONS

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb paper on desks, open desk drawers or cabinets or use Government telephones except as authorized.

If due to the fault or neglect of the Contractor, his agents, or employees, any Government property, equipment, stock, or supplies are lost or damaged during performance of this task order, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The Contractor is responsible for maintaining assigned space(s) in a clean and orderly fashion during the course of this task. Furniture as may be assigned to the space(s) shall remain in place and not removed from areas. All telephones are for conducting official Government business only. The Contractor is responsible for exercising control over all supplies, materials, and equipment of a personal or company nature.

H. 3 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE

(a) For work to be performed at Government site(s), the Contractor must establish a standard holiday schedule that exactly coincides with the Government's schedule for employees working on a Government's site(s). Holidays observed are listed below. For Government site work, holidays and other non-work days are not billable unless work is specifically requested by the Government and productive hours are performed on those days. The following is a list of the official Federal Government holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(b) No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-work days without prior written approval of the COTR.

(c) There are certain types of irregularity occurring circumstances that prompt the Government to close its offices where Contractor personnel are either on a national or local basis (e.g., bomb threats, inclement weather, power outages, death of a national figure, acts of terrorism, funding lapses, or any other day designated by Federal law, Executive Order, or Presidential Proclamation). Contractor staff shall not work at Government sites if the Government site is closed, and the Contractor may not bill for hours not worked.

(d) Non-work due to the Government closing its facilities is not an expense directly reimbursable to the Contractor by the Government, since no productive hours of labor were received by the Government.

H. 4 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluation

Annual and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work. Annual and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary. Any

disagreement between the parties regarding an evaluation will be referred to the Head of the Contracting Activity, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support award decisions.

b. Electronic Access to Contractor Performance Evaluations

FAR 42.15 requires agencies to prepare annual and final evaluations of contractor performance. The U.S. Department of Homeland Security utilizes the National Institute of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL:
<https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

H.5 IDENTIFICATION OF CONTRACTOR PERSONNEL

The contractor shall ensure that its employees will identify themselves as employees of their respective company while working on DHS/OPO contracts. For example, contractor personnel shall introduce themselves in person and in voice-mail, and sign attendance logs as employees of their respective companies, and not as DHS employees. The contractor shall ensure that their personnel use the following format signature on all official emails generated by DHS computers:

Name
Position or Professional Title
Company name
Supporting the _____ division/office of DHS
Phone
Fax
Other contact information as desired

H.6 POST AWARD CONFERENCE

The contractor shall participate in a post award conference within fifteen (15) calendar days after task order award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all task order requirements and identify and resolve potential problems.

The Task Order Contracting Officer is responsible for establishing the time and place of the Post Award Conference. The Task Order Contracting Officer will notify the appropriate Government representatives and the Contractor.

H.7 PERFORMANCE-BASED SERVICES CONTRACTING (PBSC)

Through the direction of the Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable.” For information about PBSC, refer to OFPP’s Best Practices Handbook located at <http://www.arinet.gov/Library/OFPP/BestPractices/>.

While acknowledging that a significant portion of the work described in the SOW may not be appropriate for PBSC, it is the Government’s express intent to maximize the use of PBC in the OTIS contracts where appropriate.

In the interest of moving to a PBSC environment where possible and feasible in the performance of the OTIS requirement, the following provision shall apply to all initial taskings of the OTIS requirement under all OTIS contracts.

No later than six months after the start date of the task period of performance, the contractor will provide the government with a written report on performance of such tasking, responding to the following questions:

1. Does this tasking, or a discrete portion thereof, have the potential to be performance-based or subject to performance incentives/disincentives in the future?
2. What is the rationale for your response to the first questions?
3. If yes in response to the first question, what are the specific outputs and what are the metrics required to measure successful performance?

Upon consideration by the DHS program office, the Contracting Officer may direct the contractor to capture and report baseline metrics for the remainder of the Task period of performance. In any case, the government will review all initial tasks prior to their expiration to determine applicability of a performance-based task for further/continuing efforts.

H.8 ADVERTISEMENTS, PUBLICIZING AWARDS AND NEWS RELEASES

All press releases or announcements about agency programs, projects, and contract awards need to be cleared by the Program Office and the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written consent to do so from the Program Office and the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.”

H.9 DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS

Any Government information made available or to which access is provided, and which is marked or should be marked “Official Use Only”, shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the TO Contracting Officer. Requests to make such disclosure should be addressed to the TO Contracting Officer.

H.10 DISCLOSURE OF INFORMATION--OFFICIAL USE ONLY

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

H.11 TASK ORDER OPTIONS

The Government’s intent is to maximize competition throughout the life of the contracts resulting from this solicitation in the Core Intelligence Services and the Training Services functional categories. In keeping with its stated intent, the use of option periods associated with individual task orders may not exceed one twelve month

option period. However, at the discretion of the HCA, the option period may be extended beyond 12 months.

H.12 SMALL BUSINESS SUBCONTRACTING

The provisions of this clause are applicable only to those OTIS contract awardees with a size designation of Large.

Each large business contract awardee is required to subcontract a minimum of thirty-five (35) per cent of the total dollar value of tasks awarded during each year of contract performance (base and option years) to businesses designated as Small in size. This requirement is not applicable to the dollar value of any task, the sole purpose of which is to award a contract minimum in accordance with Section H1.

As a disincentive to non-compliance with this contract provision, a contractor's failure to fully comply with this provision will automatically subject that contractor to a three (3) per cent reduction in the total amount of any invoice submitted for payment during the full contract year following the contract year of non-compliance with this provision. In addition, for other than the Organizational Management Support (OMS) contractor, such non-compliance will be deemed to represent an element of unsatisfactory past performance when competing for the award of additional tasks.

The application of this provision is not subject to the disputes clause.

H.13 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN

- a. Large Business will submit a small business subcontracting plan, that will be incorporated by reference.
- b. The small business goals for large businesses under this contract are as follows:

Type of Business	Goal % of Total Subcontracting Dollars
SB Subcontracts	40.0 %
SDB Subcontracts	5.0%
WOSB Subcontracts	5.0%
SDVOSB Subcontracts	3.0%
HUBZone Subcontracts	3.0%

- c. The Government reserves the right to request Individual small business subcontracting plans at the task order level. The extent to which the contractor meets, or fails to meet the goals set forth in its Small Business Subcontracting Plan will be evaluated and reported in the contractor's Contract Performance Evaluation and considered in evaluating contractors Past Performance for the purpose of future procurements.

H.14 TRAVEL

Local travel costs will not be reimbursed. All Temporary Duty Travel (TDY) shall be in accordance with the Federal Travel Regulation (FTR). The Contractor shall seek Government approval in advance of incurring any costs associated with TDY travel. Government approval is provided by the Contracting Officer's Technical Representative. The Contractor shall provide estimated costs with its approval request. In accordance with the FTR, allowable TDY travel costs include, but are not limited to, the following: airfare; train fare; lodging; room taxes; meals and incidental expenses (M&IE); car rental (includes refueling); ground transportation to/from airport (includes taxi, train, etc.). Use of personal vehicle to/from airport includes associated mileage and parking fees (excludes refueling). Unless approved in advance, lodging and M&IE shall not exceed GSA per diem rates. In accordance with the FTR, receipts shall be provided for each incidental expense incurred which exceeds \$75.00. If it is impracticable to furnish said receipts in any instance as required by the FTR, the failure to do so shall be fully explained. Mere inconvenience in the matter of taking receipts will not be considered. Once proposed costs are approved by the Government, the Contractor shall not exceed the funded ceiling.

H-15 SECURITY INSTRUCTIONS

Access to DHS Facilities

The Government will provide cleared contractor personnel with access to appropriate DHS facilities. All contractor personnel shall wear badges or have nameplates that identify the company or contractor for which they work while performing any work activity on Government facilities.

The contractor must have a corporate facility clearance at the Top Secret level at time of award in order to be eligible for award. The place of performance must be capable of storing Secret level documents and hosting Secret level discussions. ALL TS/SCI level work will be conducted at appropriately cleared government facilities.

Security Clearances

For the entire duration of this contract effort, including any option periods exercised, the contractor shall provide personnel cleared commensurate to the level of access required. All personnel identified in Attachment J-2a, J-2b, J-2c Pricing Templates must be cleared at the Top Secret/Sensitive Compartmented Information (TS/SCI) level. On a case by case basis, the COTR has the ability to waive the security requirement to work on efforts at the sensitive but unclassified level only.

Costs associated with obtaining security clearance shall not be charged as a direct cost to the contract. The vendor must demonstrate that they already have the necessary cleared personnel and place of performance clearance to perform at time of award.

H.16 DHS SECURITY REQUIREMENTS

I. IDENTIFICATION/BUILDING PASS

The Contractor shall coordinate with the COTR to assure that any contractor employee requiring access to the DHS offices has a contractor identification/building pass. Personnel designated by the COTR shall complete appropriate forms specified by the DHS Office of Security for security clearance requirements. The contractor shall see that all passes are returned to the Government as employees are dismissed, terminated or when the need for the employee to have access to DHS offices ceases.

H-17 SECURITY INSTRUCTIONS

1. The procedures outlined below shall be followed for the DHS Security Office to process background investigations and suitability determinations, as required, in a timely and efficient manner.
2. Carefully read the security clauses in the contract. Compliance with the security clauses in the contract is not optional.
3. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office. The Standard Form 85P will be completed electronically, through the Office of Personnel Management's e-QIP SYSTEM. The completed forms must be given to the DHS Security Office no less than thirty (30) days before the start date of the contract or thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:
 - a. Standard Form 85P, "Questionnaire for Public Trust Positions"
 - b. FD Form 258, "Fingerprint Card" (2 copies)
 - c. DHS Form 11000-6 "Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement"
 - d. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

4. DHS may, as it deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision

would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

Contractor employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings and non-recurring meetings in order to begin transition work.

5. The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.
6. When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

7. Failure to follow these instructions may delay the completion of suitability determinations and background checks. Note that any delays in this process that are not caused by the government do not relieve a contractor from performing under the terms of the contract.
8. Your POC at the Security Office is:

DHS, Office of Security
Personnel Security Staff

HS HQDC-09-R-00005

Attn: Lena Garrett
Washington DC 20528
Telephone: (202) 447-5372

(End of Section H)